

SECTION B

The following Project Codes are amended as follows:

Project Codes 1201 and 1301 -Unit Price: 5% of amount distributed under PC 1202 or PC 1302.

Project Code 1302 -Unit Price: Actual Cost

Project Code 1501 -Unit Price: 5% of fees collected by vendor

SECTION C- Statement of Work

In the section entitled, "Deliverables," paragraph a. (1) (f) is hereby deleted in its entirety and revised to read as follows:

a. Defendant/Offender Records and Conferences

(1) File Maintenance

(f) Keep all defendant/offender records for three years after the final payment is received for Government inspection and review, except for litigation or settlement of claims arising out of the performance of this agreement, which records shall be maintained until final disposition of such appeals, litigation, or claims.

In the section entitled, "Deliverables," paragraph b. (1) "Disclosure" is hereby deleted in its entirety and revised to read as follows:

b. Disclosure

The vendor shall:

(1) Protect **CONFIDENTIAL** records from disclosure except in accordance with item number b. (2), (3), (4), and (5), (6), and (7) below.

In the section entitled "Deliverables," paragraph c. (1) (d) discussing "Chronological Notes," is replaced in its entirety as follows:

(d) Accurately reflect the defendant's/offender's treatment progress, sessions attended, and changes in treatment.

In the section entitled "Deliverables," paragraph d. (2) of "Case Staffing Conference" is hereby deleted in its entirety and revised to read as follows:

d. Case Staffing Conference

(2) Meet with the USPO/USPSO face-to-face or via a telephone conference at least every 30 days to discuss the defendant's/offender's progress in treatment.

In the section entitled "Deliverables," paragraph f. "Vendor Testimony" is hereby deleted in its entirety and revised to read as follows:

f. Vendor Testimony

The vendor it's staff, employees, and/or subcontractors shall:

- (1) Appear or testify in legal proceedings convened by the federal court or Parole Commission only upon order of the federal court with jurisdiction, and
 - (i) a request by the United States Probation and/or Pretrial Services Offices, United States Attorney's Offices, or United States Parole Commission, or
 - (ii) In response to a subpoena.
- (2) Provide testimony including but not limited to a defendant's/offender's: attendance record; drug test results; general adjustment to program rules; type and dosage of medication; response to treatment; test results; and treatment programs.
- (3) Receive reimbursement for subpoenaed testimony through the Department of Justice based on its witness fee and expense schedule.
- (4) Receive necessary consent/release forms required under federal, state or local law from the Government.
- (5) Not create, prepare, offer, or provide any opinions or reports, whether written or verbal that are not required by this statement of work and the treatment program unless such action is approved in writing by the Chief US Probation Officer or Chief US Pretrial Services Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Provision of Services to Federal Offenders and Defendants (Mandatory Requirements)

Subparagraphs e. and f. are added in their entirety as follows:

e. The contractor shall not tell defendants or offenders to misrepresent or withhold information regarding the treatment provider or the treatment services received in response to questions posed by the USPO/USPSO or other government or law enforcement agencies authorized to make such inquiries.

f. If the vendor offers or provides a treatment program with a religious-based component [for example, Alcoholics Anonymous (AA), Narcotics Anonymous (NA), Cocaine Anonymous (CA)] to defendants or offenders, the vendor shall also offer or provide an alternative secular program that is the same or similar, but without any religious-based component.

Paragraph F.2 is hereby deleted in its entirety and revised to read as follows:

F.2 The vendor shall perform and comply with the mandatory requirements set forth in Sections C, E, F, and G of this contract or agreement. A vendor's noncompliance or failure to do so shall be the basis for termination of the contract or agreement.

SECTION G -AGREEMENT ADMINISTRATION DATA

G.3. Invoices (Mandatory Requirement)

Subparagraph f. is replaced in its entirety as follows:

f. The vendor may include the "No-Show" factor in the unit price charged for the following services: The vendor shall not include a charge for a "No-Show" as a separate item.

(1) PC 1010 (12) PC 5012 (23) PC 6022
(2) PC 2010 (13) PC 5020 (24) PC 6028
(3) PC 2011 (14) PC 5021 (25) PC 6030
(4) PC 2020 (15) PC 5022 (26) PC 6032
(5) PC 2030 (16) PC 5023 (27) PC 6090
(6) PC 2040 (17) PC 5025 (28) PC 6091
(7) PC 2080 (18) PC 5030 (29) PC 2000
(8) PC 2090 (19) PC 6010 (30) PC 6000
(9) PC 4010 (20) PC 6012 (31) PC 7013
(10) PC 5010 (21) PC 6020 (32) PC 7023
(11) PC 5011 (22) PC 6021

Note: A "No-Show" occurs when a defendant/offender does not show (and does not cancel with at least 24 hours advance notice) for a prescheduled individual service provided customarily by a physician or other professional staff member.

SECTION H -SPECIAL AGREEMENT REQUIREMENTS

Paragraph H.3 entitled "Government Furnished Property" is hereby added in its entirety as follows:

H.3 Government Furnished Property -(JAN 2003)

No material, labor, or facilities will be furnished by the Government unless otherwise provided for in this solicitation. The Chief Probation Officer or Chief Pretrial Services Officer may furnish Government-owned telephone answering equipment, fax machines, and/or onsite drug-detection devices called noninstrumented drug tests to a contractor if such equipment will improve the frequency of urine collection in the district. The equipment shall be used only for a random urine collection program.

All other terms and conditions of the solicitation remain unchanged.